

IN THE HIGH COURT AT CALCUTTA  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ORIGINAL SIDE

AP/85/2024

MR GULAM RASUL AND ANR  
VS  
GTL INFRASTRUCTURE LIMITED

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date : 14<sup>th</sup> May, 2024.

*Appearance:*  
*Mrs. B. Roy, Adv.*  
*Ms. S. Roy, Adv.*  
*...for petitioner*  
*Mr. J. Alam, Adv.*  
*Mr. Pinaki Brata Ghosh, Adv.*  
*Mr. A. Roy, Adv.*  
*...for respondent.*

The Court: This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996. The disputes between the parties arise out of License Agreement dated 28 October, 2009.

Briefly, the petitioner had been approached by the respondent for construction of a passive infrastructure in the nature of a Roof Top Tower at the petitioner's residence situated at premises no. 5A Mirza Ghalib Street, Kolkata – 700087. By the agreement the petitioner had granted a license to the respondent to install the above structure at the roof top of the premises. Pursuant to the aforesaid arrangement disputes and differences had arisen between the parties.

It is submitted on by the petitioner that the respondent has failed to comply with their obligations and there are monetary claims payable to the petitioner. On behalf of the respondent, it is submitted that the petitioner had refused to permit access to the roof top.

In such circumstances, the respondent has suffered damages. Clause 16 of the agreement dated 28 October, 2009, inter alia, provides as follows;

*“16. Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementations and/or its effect, or the breach, termination, due to efflux of time or otherwise, or invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a Sole Arbitrator in accordance with the provisions of Arbitrations and Conciliation Act, 1996. The Arbitration shall be held at Kolkata.”*

I have considered the averments in this application. The disputes between the parties are live arbitral disputes covered under the arbitration clause and arise out of the agreement dated 28 October, 2009.

In such circumstances, Mr. Nilanjan Adhya, Advocate and a member of the Bar Library Club is appointed as an Arbitrator, subject to the Arbitrator communicating her consent to the Registrar, Original Side of this Court within three weeks from date.

The Advocate on Record of the petitioner shall communicate this order to the Learned Arbitrator forthwith and positively within 10 days from the date of passing of this order.

With the aforesaid directions, AP/85/2024 stands disposed of.

(RAVI KRISHAN KAPUR, J.)

SK.